

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION**

GROUND TRANSPORTATION PERMIT

The STATE OF HAWAII, Department of Transportation, Harbors Division ("State") hereby permits _____ ("Permittee"), whose mailing address is _____ to enter onto **Nawiliwili Harbor**, a commercial harbor owned and managed by the State, on the condition that the Permittee abides by the terms of this Ground Transportation Permit ("Permit") as set forth herein, and the General and Special Conditions attached hereto and made a part hereof.

The term of this Permit shall be for the fiscal year effective July 1 to June 30 of the following year unless otherwise terminated, suspended, or revoked prior to.

GENERAL CONDITIONS

1. **BINDING EFFECT:**

All persons issued ground transportation permits (hereafter the "Permittee") shall comply with Chapters 19-41, 19-42, 19-43, and 19-44, Hawaii Administrative Rules ("HAR"), all issued by the Department of Transportation, State of Hawaii, (hereafter collectively the "Rules") and shall comply with all the applicable general conditions (hereafter the "General Conditions") and special conditions (hereafter the "Special Conditions"), contained herein.

2. **PERMIT FEES:**

		<u>All Ports</u>
(1)	Motor coaches, Buses 54 or more passengers	\$632.50
(2)	Motor coaches, Buses less than 54 passengers	\$550.00
(3)	Mini Buses, capable of carrying a maximum of 25 passengers	\$275.00
(4)	Vans, Limousines, Stretch-outs, Station wagons 8 to 17 passengers	\$192.50

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|-----|--|----------|
| (5) | Sedans, Station Wagons, Vans,
1 to 7 passengers | \$157.30 |
| | | |
| (6) | Baggage Vans for pre-arranged
Pick up/delivery only | \$157.30 |

3. PAYMENTS:

All charges set forth above are on a fiscal year basis and may be pro-rated for the remainder of the fiscal year if the term of the Permit is less than one year, contingent upon insurance coverage, and shall be paid in full to the State prior to the start of service. Only cash or certified or local checks are accepted. Make checks payable to: **Department of Transportation, Harbors Division.**

4. INSURANCE REQUIREMENT:

An original certificate of automobile/vehicle insurance evidencing coverage for property damage, personal and bodily injury and public liability must be submitted to the State.

The policy must be current, name the applicant as the insured, and cover the applicable vehicle. The following are the minimum insurance requirements:

		Property Damage Liability Coverage <u>Per Occurrence</u>	(Bodily Liability) Liability Coverage <u>Per Occurrence</u>
(1)	Vehicle capable of carrying 1-7 passengers	\$25,000.	\$300,000
(2)	Vehicle capable of carrying 8-17 passengers	\$50,000	\$500,000
(3)	Vehicle capable of carrying 18 or more passengers	\$75,000	\$750,000

Each insurance policy must (a) be issued by an insurance company or surety company authorized to do business in the State of Hawaii or approved in writing by the Director of Transportation; (b) name the State as an additional insured; (c) provide that the State shall be notified at least thirty (30) days prior to any termination, cancellation or any material change in the Permittee's insurance coverage, (notices should be mailed to **3242 Wa'apa Rd., Lihue, HI 96766**); (d) cover all injuries, losses, or damages arising from, growing out of, or caused by any acts or omissions of the Permittee, its officers, agents or employees; and (e) be maintained and kept in effect at the Permittee's sole expense throughout the term of this permit. Upon each renewal, the Permittee shall furnish the Harbor Master, without notice or demand from the Harbor Master, an original certificate evidencing the required insurance.

An original insurance binder will be accepted for up to thirty (30) days as proof of coverage. After that, a certificate will be required.

5. DECALS:

When an application of a ground transportation permit is approved, a vehicle decal will be issued to coincide with the expiration date of the Permit. No decal will be issued unless the Permittee has fully paid and satisfied its obligations under this Permit, including, without limitation, the full payment of fees and compliance with the General and Special Conditions.

Place the decal or other approved temporary permit on the Driver's side windshield of the authorized vehicle. Decals must be clearly visible.

Replacement: When a vehicles taken out of service for short and immediate repair the permittee may utilize the remaining time on the original permitted vehicle by requesting a temporary permit from the Harbor Master without issuance of a new decal. Vehicles taken out of service other than for short and immediate repair may utilize the remaining time on the original permitted vehicle and issued a new decal provided the a) original decal is removed and returned or there is sufficient evidence that the original decal is destroyed or not usable; b) proof of insurance coverage is provided; and c) payment of **\$27.50** for a replacement decal is paid.

Worn or faded decals may be replaced free of charge, provided the original decal is returned.

Decals are not transferable between vehicles. The Permittee must purchase another decal if the original is lost stolen, or damaged.

6. LIMITATION ON LOCATIONS FOR AUTHORIZED VEHICLES:

Parking or stopping, including loading and unloading to and from the vehicles, is allowed only in areas designated by the Harbor Master.

7. INDEMNITY:

The Permittee shall defend, hold harmless and indemnify the State, its officers, agents, and employees from and against any and all claims, demands, suits, actions, judgments, damages, liability, losses, costs and expenses, including, without limitation, claims for property damage, personal injury or death, arising out of or related to the Permittee's use of State property, the Permittee's operations under this Permit, or any act or omission of the Permittee relating thereto.

8. VEHICLE REGISTER:

Each Permittee must properly complete the attached vehicle register prior to receiving a Permit. The Permittee must be an authorized agent for the named entity, and each insurance policy must be issued to the entity or the Permittee, and cover all listed vehicles.

The Harbor Master may require each Permittee to submit such other official documents including, without limitation, driver's licenses, business licenses, taxi licenses, PUC licenses, motor vehicle registrations, vehicle identification cards, and tax clearances, as the Harbor Master deems necessary to verify any information in this Permit or the application submitted in connection with it.

9. IMMEDIATE NOTIFICATION OF CHANGES:

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The Permittee must immediately notify the Harbor Master in writing of any changes to any information provided to the Harbor Master in the Permittee's permit application or this Permit.

10. NO PROPERTY RIGHT:

Each Permittee acknowledges and agrees that any Permit issued to said Permittee does not constitute a property right of any kind and that by issuing a Permit, the State is only allowing the Permittee the privilege of operating within State property, subject to conditions and restrictions as may be imposed by the Harbor Master, including, without limitation, the conditions and restrictions set forth herein. Each permittee shall comply with the Special Conditions and any Harbor Master's Notice issued related to this permit.

11. COMPLIANCE WITH LAWS:

Each Permittee, including its agents, employees and invitees, must comply with all applicable federal, state, and county laws, statutes, ordinances, rules and regulations, and the failure to do so may result in termination of the Permit as provided under paragraph 14 herein.

12. MARITIME TRANSPORTATION SECURITY ACT

The Permittee, in accepting the Permit, acknowledges that pursuant to the Homeland Security Act (Pub.L.No.107-295, 116 Stat.2135), and the Maritime Transportation Security Act (46 U.S.C.A. §70101, et al), the State's duties include, among other things, the duty to safeguard persons, property, and port infrastructures from destruction, loss, injury, and from acts of sabotage or other causes of a similar nature. The Permittee further acknowledges that the State, as the owner and operator of the State's commercial harbors, must comply with all requirements under the Maritime Transportation Security Act (46 U.S.C.A. §70101, et al), and its successor statutes and implementing regulations (collectively, the "MTSA"). The provisions of the MTSA are hereby incorporated by reference as though fully set forth herein. The Permittee acknowledges and agrees that it and its agents, employees and invitees shall, to the extent applicable, abide by the requirements of the MTSA. Furthermore, Permittee, its agents, employees and invitees, shall not obstruct, interfere with, or fail to obey the lawful command of, any State personnel in carrying out the duties required under the MTSA. Any violation of the above conditions may be grounds to terminate, suspend, or cancel the Permit as set forth under paragraph 14 herein.

13. ENFORCEMENT:

NO VEHICLE IS AUTHORIZED TO OPERATE ON STATE PROPERTY WITHOUT A CURRENT DECAL or temporary permit issued by the Harbor Master pursuant to HAR 19-44-53.. Vehicles operating at State-owned facilities without a proper decal will be subject to citation for such violation.

The Permittee shall not operate any vehicle on the apron areas of piers.

14. TERMINATION:

The Harbor Master may, in its sole discretion, terminate, suspend, or cancel the Permit upon thirty (30) days written notice sent by certified mail, return receipt requested, to the

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Permittee's last known address. The thirty (30) day notice period shall commence on the date the Harbor Master sends the written notice of termination to the Permittee. Notwithstanding the foregoing, the Harbor Master may immediately terminate this Permit in the event the Harbor Master determines that the Permittee is creating an imminent and unreasonable risk to the safety or security of State property or others.

If this Permit is terminated for any reason other than the Permittee's failure to comply with any applicable federal, state, or county law, rule, or mandate, or any of the General and Special Conditions contained herein, the State will refund the applicable pro-rata portion of the Permit fees based on the date the Permit is terminated.

If a Permit is terminated or cancelled by the Harbor Master, the Permittee may not apply for another Permit until the next permit application period. No person, which includes, without limitation, an individual, partnership, corporation or association, shall be granted a Permit who has had more than one previous Permit terminated or cancelled by the Harbor Master within the five years preceding the date of a permit application. No Permit shall be made to any person, including without limitation, an individual, partnership, corporation, or association, who is in arrears in the payment of taxes, rents, or other obligations owing the State.

Any termination or cancellation of a Permit shall not relieve the Permittee's obligation to indemnify, defend, and hold harmless the State pursuant to paragraph 7 herein with respect to any such claims, demands, suits, actions, judgments, liabilities, costs and expenses for loss, injury, death or damage arising prior to such termination or cancellation of the Permit.

15. PERMITTEE IS RESPONSIBLE FOR ITS DRIVERS AND EMPLOYEES

The Permittee agrees that it is responsible for the actions, omissions, and behavior of its agents, guests, invitees, drivers and employees, including, without limitation, any belligerent, abusive, disruptive, and unlawful behavior, including the refusal to obey the lawful command of any harbor master, harbor agent, or harbor security personnel. The Permittee acknowledges that failure to correct such actions, omissions, and behavior may result in termination of the Permit as provided under paragraph 14 herein.

I understand and agree to these requirements.

PERMITTEE: _____

By _____

Title: _____

Date: _____

**State of Hawaii
Department of Transportation
Harbors Division**

Application for Ground Transportation Permit

Print Name: _____ Title: _____
Name of Company: _____ Phone: _____
Address: _____ Zip code: _____
E-mail Address: _____ FAX No.: _____
Vehicle Register

License No.	Serial Number	Year	Make	Pax. No.	Harbors Use Only	
					Decal No.	Expiration

(Attach list for additional vehicles)

Insurance Company: _____
Insured Name: _____
Policy Number: _____
Policy Period: _____

Insurance coverage limits: () Each Occurrence () Combined Single Limit

	<u>Property Damage</u>	<u>Bodily Injury</u>
1 - 7 Passengers	() \$ 25,000.00	() \$ 300,000.00
8 - 17 Passengers	() \$ 50,000.00	() \$ 500,000.00
18 - More Passengers	() \$ 75,000.00	() \$ 750,000.00

I certify, as the Permittee or authorized agent of the Permittee, that the Permittee shall be subject to and shall comply with the general and special conditions for the Ground Transportation-Permit, and Chapter 19-44, Hawaii Administrative Rules (Rules Relating to Services and Procedures, Charges, Tolls and Fees), also known as the Commercial Harbors and Tariff and Chapters 19-41, 19-42 and 19-43, Hawaii Administrative Rules. I further understand that falsification of any information submitted in connection with this permit will result in the immediate cancellation of this permit and all other permits issued by the Harbors Division. I also acknowledge that the permittee shall be subject to the penalties set forth in §266-25, Hawaii revised Statutes, for committing any of the acts described therein. I will immediately relinquish any decal upon written notice from the Harbors Division.

Date: _____ Signature: _____

Harbors Use Only:

Bus _____ x _____ = \$ _____
Mini-Bus _____ x _____ = \$ _____
Vans/Limos _____ x _____ = \$ _____
Other _____ x _____ = \$ _____

Receipt No. _____
Date: _____
By: _____